

### **REMARKS/ARGUMENTS**

Claims 1-7, 9-15, 17, 18, 25-31, 33, 35, 37-39 and 41-44 remain in the application for further prosecution. Claims 1, 4, 6, 13, 14, 15, 25, 28, 43, and 44 have been amended. Claims 20-22 have been canceled in this amendment. Claims 45-52 have been added.

#### **§112 Rejection**

Claims 1 and 25 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Pursuant to the Examiner's suggestion on pages 2-3 of the Office Action, the Applicants have adjusted the language of independent claims 1 and 25 regarding the relationship between the player and the wager. The Applicants appreciate that the Examiner's suggestion on page 2 of the Office Action that the single wager may be made by a player playing the wagering game so that different players pay the same amount. The Applicants have amended claims 1 and 25 to add this type of language, while removing the "independent" language so as to better define the relationship between the player and the wager. Accordingly, the Applicants believe that amended claims 1 and 25 should obviate the §112 rejection.

Additionally, the Office Action sets forth a §112 rejection on the claim element of "the single wager being allocated to the entire series of plays and not being associated with any one of the series of plays." The Applicants note that this claim element was added in the Amendment dated June 30, 2005. At that time, the Applicants believed that the claim element stating "receiving a single wager from a player to purchase a series of plays" adequately described the "block wagering" concept being claimed. But, because rejections in the Office Action dated March 31, 2005 suggested that this claim element was still open-ended, the Applicants added the claim element now in question in claims 1 and 25 to further clarify the wager was for the entire series of plays, and not any one play within the series of plays. By now adding the word "specific," the Applicants believe that the currently amended wording makes this point clear and adequately describes the "block wagering" concept, especially when considered in light of the preceding claim elements of claims 1 and 25, which state "receiving a single wager from a player to purchase a series of plays of a basic portion of the game." It is grammatically and contextually

accurate to state the single wager is associated with the "series of plays" but not associated within "any specific one of the series of plays." The Applicants also note that the previous claim wording must have conveyed the "block wagering" concept fairly accurately because there were no §112 rejections raised in the last two Office Actions dated September 7, 2005 and May 3, 2006. As such, Applicants respectfully request the Examiner to reconsider this §112 rejection in light of the amendment and withdraw the §112 rejection as it relates to this claim element.

### **§102 and §103 Rejections**

Claims 20-21 are rejected under 35 U.S.C. 102(b) as being anticipated by GB 2,353,128A (Claypole et al.).

Claim 22 is rejected under 35 U.S.C. 103 (a) as being unpatentable over GB 2,353,128A (Claypole's '128 patent) and in view of U.S. Patent No. 2,684,246 (Soroka).

Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,077,163 (Walker et al.) and further in view of U.S. Patent No. 6,287,202B1 (Pascal et al.).

Claims 2-7, 9-15, 17, 25-31, 33, 35, 37-39, and 41-44 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al. and Pascal et al. as applied to claims above, and further in view of GB 2,262,642 A (Claypole's 642 patent).

Claims 18 and 42 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al. and Pascal et al. and Claypole et al. as applied to claims above, and further in view of U.S. Patent No. 6,311,976 (Duhamel).

### **Cancellation of Claims 20-22**

The Applicants have attempted to simplify the issues in the present application so as to focus on the accumulation feature in the block-wagering concept set forth the pending claims. Thus, claims 20-22 have been cancelled.

### **Amended Independent Claim 1**

Independent claim 1 has been amended to clarify that there are two different awards being provided to the player. The first award is the award (*e.g. credits*) that the player receives during the series of plays during the basic portion of the wagering game. For example, during a certain

play within the series of plays, a winning symbol combination might cause the player to be awarded 20 credits as a “first award.”

Additionally, the player is attempting to accumulate certain “game-play elements” that may occur over the series of plays of the basic portion of the game that can result in a second award. The “game-play elements” being accumulated are not just credits that are being awarded or collected. Rather, it is the accumulation of some aspect of the game-play in the basic portion of the game. For example, it may be the accumulation of consecutive winning spins, which if a certain number is achieved, results in a “second award” of 80 credits. See the “Streak Bonus” at paragraphs 36 and 37 and new dependent claim 45.

Alternatively, the accumulated “game-play element” could be the total value of credits that were already awarded to the player as part of the first awards if a randomly appearing hold-bonus symbol is present during the outcomes that resulted in the first awards. The second award is a credit amount related to the total value of credits achieved when the randomly appearing hold-bonus symbol is present during the series of plays. Note that this is not accumulating “credits” that are awarded after the series of plays, as in most tournament settings like Pascal’s tournament. As described in detail in the “Hold Bonus” in paragraph 38 and in new claim 46, this second award is the summation of only a few of the first awards (which were already awarded) when the random hold symbol 72 appears, and this total value could be multiplied or otherwise enhanced.

In a further example, the accumulated “game play element” may be the number of occurrences of a certain winning symbol combination achieved in the basic game. While that winning symbol combination would result in a “first award,” the second award is an enhancement of a credit amount corresponding to that certain winning symbol combination. The enhancement corresponds to the number of times that the certain winning symbol combination has previously occurred during the series of plays. See the “Symbol Development Bonus” at paragraph 38 and 39 and new dependent claim 47.

In short, neither Walker nor Pascal includes an accumulation feature that collects game-play elements that result in a second award. At best, Pascal collects “points” during Pascal’s tournament (Pascal, Col. 3, lines 26-28; Col. 5, lines 6-10), while Walker collects nothing. Furthermore, neither Walker nor Pascal teaches a “block-wagering” type of wagering game in

which the player achieves “first awards” during the play of the basic game and, if a certain criterion is met relative to the accumulated game-play elements, achieves a “second award.” According, the Applicant believes that the amendments to claim 1 further distinguish the claimed invention from the cited prior art.

Moreover, the Applicants believe that any proposed combination of Walker and Pascal must fail because these references teach away from their combination. See MPEP §2145(X).D. In particular, Walker’s background section is replete with teachings about the problems associated with a flat-rate, tournament-style wagering game. Col. 1, lines 23-45. To overcome these problems, Walker teaches a wagering system that is specifically focused on different players paying different amounts depending on each player’s status. See Walker, Col. 6, lines 50-55; Col. 8, line 30-40; Col. 13, lines 47-49. Quite to the contrary, Pascal teaches a flat-rate tournament-style wagering game (Col. 4, lines 8-42) – the exact wagering system that Walker finds problematic. As such, a skilled artisan who read the primary reference in this rejection, Walker, to find some aspects of the presently claimed invention would then never resort to Pascal to find the missing claim elements. Put simply, that skilled artisan would never understand that Walker’s teachings are useful relative to Pascal’s type of flat-rate tournament system since Walker was attempting to avoid the flat-rate tournament system with Walker’s alleged invention. Accordingly, the Applicants respectfully suggest a *prima facie* case of obviousness cannot be developed by combining Walker and Pascal, as set forth in the Office Action.

Furthermore, Walker teaches away from claim 1 in that Walker’s wagering game is entirely focused on a player’s wager being different from other players’ wagers depending on the player’s status. Walker goes into great detail to explain why it is important to reward certain players based on their status. On the other hand, the invention of claim 1 is directed a block wagering game that costs the same for each player – the antithesis of Walker’s teaching. This is another reason why a *prima facie* case of obviousness cannot be developed by combining Walker with any reference.

In summary, the Applicants believe that claim 1 and its dependent claims are allowable over the cited prior art.

### **Amended Independent Claim 25**

Claim 25 has been amended to further clarify that the accumulated element is not related to point or credit amounts that are achieved during the series of plays, as would be the case in a tournament setting that results in an award at the end of the tournament. Quite differently, claim 25 now requires that the accumulated element involves “symbol combinations that are indicative of the outcomes achieved in the basic portion of the game and the accumulated element not being related to the credit amount associated with the outcome.” One example of such as game is set forth in Second-Screen Bonus Game in paragraphs 42-48. In the most basic aspect of this game, a player purchases a series of plays of the basic game. The player may achieve winning outcomes, which are identified by symbol combinations, in the basic portion of the game. See FIG. 3. In addition to winning symbol combinations providing credit awards to the player, if a certain number of Farmer Head symbols are accumulated by the player in the series of plays, then the player is permitted to play the Second Screen Bonus Game, which is a player-selection type of game shown in FIG. 11. After playing the Second Screen Bonus Game, the player returns to the basic game and continues the series of plays that that he or she has remaining. See Paragraph 46.

The prior art fails to disclose such as system. Pascal merely collects points in Pascal’s tournament setting. Pascal, Col. 3, lines 26-28; Col. 5, lines 6-10. Walker accumulates nothing. The Office Action appears to be in agreement with this position on Pascal and Walker in that it only suggests that “Pascal and Walker disclose an accumulation element (i.e. credits).” Office Action, page 8. Further, as noted in the Office Action, Walker and Pascal fail to disclose an accumulation feature that permits a player to play a bonus game and, later, to return to play the remainder of the series of plays of the basic game. Office Action, page 8.

Claypole’s 642 patent discloses a trail-based game that is not involving the accumulation of symbols or symbol combinations that indicate the outcome in the basic game. Rather, some of the fruit symbols in Claypole’s ‘642 patent “are accompanied by numbers.” Page 11.<sup>1</sup> Those numbers are added to determine the advancement along the trail 21. As such, the fruit symbols indicating the outcome of the Claypole basic game are not a part of an accumulation feature that

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<sup>1</sup> It is noted that Claypole’s 128 patent (relied up on for the rejections of claims 20-22) shows these numbers next to the fruit symbols.

permits the player to play the bonus game. Furthermore, the player's advancement along Claypole's trail (as dictated by "total value" of the numbers) is "lost" (*i.e.*, reset to zero) after each play. It is not "normally" accumulated over a series of plays. Pages. 11-12. The exception is a "hold" feature, which Claypole suggests is utilized by a hold button 17 for holding a reel symbol. Page 10, line 23-26. However, this hold feature must be at some cost to the player -- otherwise, why would the player not "hold" the total value every time? In short, the accumulation feature in Claypole's '642 patent does not meet the limitations of amended claim 25.

In addition to the fact that not all of the elements of amended claim 25 can be found in the prior art, the Applicants would like to highlight three important points regarding the alleged motivation to combine Walker, Pascal, and Claypole's '642 patent. First, for the reasons set forth with respect to claim 1, Walker cannot be combined with Pascal because Walker teaches against such a combination. Walker's background section (Col. 1, lines 23-45) indicates substantial problems with a flat-rate tournament-style wagering games, which is exactly what Pascal teaches as his invention (Col. 4, lines 8-42). The skilled artisan would not read Walker to arrive at certain ones of Applicants' claim elements and then refer to Pascal for the missing claim elements because that skilled artisan would understand that Walker's teachings are not to be used with Pascal's type of flat-rate tournament system. See MPEP §2145(X).D

Second, Walker's teaches against claim 25 for the same reasons set forth above with respect to claim 1. Walker's invention is specifically focused on different players paying different amounts depending on each player's status. See Walker. Col. 6, lines 50-55; Col. 8, line 30-40; Col. 13, lines 47-49. The present invention is directed to a block wagering game that costs the same for each player.

And third, when combining Claypole's '642 patent to the Walker-Pascal combination, the Office Action states that:

Combining [Claypole's] type of game machine with the wagering features of Walker and Pascal would have yielded a method of gaming that would permit a player to participate in a gaming machine with an accumulation feature while having a single wager associated with a series of plays.

Office Action, page 9. The Applicants respectfully request that this alleged motivation is taken from the Applicant's own disclosure. The title of the pending application is "Gaming Machine with Block Wagering." The specification also repeatedly discusses the invention is for the purpose of providing a wagering that receives a single wager for a series of players and that includes an accumulation feature. Page 1, Para. 7; Page 2, Para. 24, etc. The mere fact that references can be combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination. *In re Mills*, 916 F.2d 680 (Fed. Cir. 1990). Because the alleged motivation to combine Claypole's '142 patent with the Walker-Pascal combination appears to be from the Applicant's own specification, the Applicants respectfully request that this is another reason that a *prima facie* case of obviousness has not been established.

#### **New Dependent Claims 44-47**

Dependent claims 44-47 were added to provide more specific examples of the accumulation of the game-play element and the first and second awards of claim 1. These claims are supported by Paragraphs 36-39.

#### **New Claims 48-52**

New independent claim 48 is similar to amended independent claim 1 except that it excludes the "independent" language referenced in the §112 rejection. Also, the accumulated game-play element in claim 48 is associated with the symbol combinations. Claim 48 and its dependent claims, claims 49-50, are believed to be allowable.

New independent claim 51 is a method claim that is very similar to amended apparatus claim 25. Claim 51 and dependent claim 52 are believed to be allowable for the reasons set forth relative to claim 25.

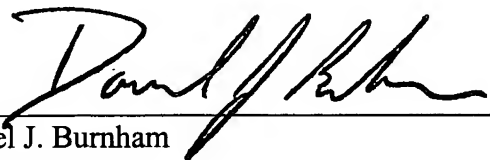
**Conclusion**

It is the Applicants' belief that all of the pending claims are in condition for allowance and action towards that end is respectfully requested.

If any matters may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the Applicants' undersigned attorney at the number shown.

Respectfully submitted,

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